

ORDER OF COMMISSIONERS COURT
Authorization for a Services Contract

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE HARRIS COUNTY JUDGE TO EXECUTE AN AGREEMENT
WITH VERA FOR THE PROVISION OF LEGAL SERVICES TO IMMIGRANT FAMILIES**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Services Agreement between the Harris County and VERA where VERA will coordinate legal services for immigrants needing legal assistance and Harris County will fund, in an amount not to exceed \$2,000,000 the services provided by the legal service providers. The Agreement is attached hereto and made a part hereof for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

SAFE Network Agreement

Agreement Description	
Assistance Provider (“Vera”): Vera Institute of Justice, Inc. 34 35th Street, Suite 4-2-A Brooklyn, NY 11232	Project Site (“Partner”): Harris County, Texas 1001 Preston, Suite 911 Houston, TX 77002
Project: SAFE Network	
Vera Catalyst Funding: \$0	Partner Funding Commitment: \$2,000,000
Program Site(s): Harris County, TX	Period: January 1, 2024-December 31, 2024
Vera Project Contact: Name: Annie Chen Title: Initiative Director, SAFE Email: achen@vera.org Phone: (212) 376-3168	Partner Project Contact: Name: Thao Costis Title: Executive Director, Housing and Community Services Development Email: Thao.Costis@harriscountytexas.gov Phone: (832) 927-4704
Vera Authorized Signing Official: Name: Adair Iacono Title: General Counsel and Secretary Email: aiacono@vera.org Phone: (212) 376-3089	Partner Authorized Signing Official: Name: Lina Hidalgo Title: Harris County Judge Email: judge.hidalgo@cjo.hctx.net Phone: (713) 274-7000
Additional Obligations: Section 3(a) below shall be deleted in its entirety and replaced with the following language: Partner shall fund, at the level of the Partner Funding Commitment, the representation of immigrants in removal proceedings, with a priority for serving immigrants in detention. Any funds which are not expended during the Term may be expended after the expiration of the Term to continue the provision of representation in removal proceedings by the community-based organization. Notwithstanding anything in this Section 3 to the contrary, both Parties acknowledge that \$2,000,000.00 was previously appropriated by Partner for allocation during the terms of the prior agreements (such terms being from November 9, 2022 through November 8, 2023), and that amount was fully expended and separate from the Partner Funding Commitment at issue in this Agreement. The following is added to section 3: (c) By executing this Agreement, in order to receive the benefit of the mutual agreement reached, Vera agrees on behalf of itself and on behalf of their its executors, administrators, successors and assigns to fully and unconditionally release and forever discharge Partner from any and all qualified claims, demands, damages, actions or causes of action, of whatever nature, whether in law or equity, developed or undeveloped, whether known or unknown to the Parties because of any matter or act or omission concerning or relating to the compensation of the Vera, including any and all lawsuits, whether pending or in the future, against the County (“Qualified Claims”). Vera is relying on its own independent judgment in entering into this Agreement. Vera hereby expressly waives and relinquishes all rights and benefits to claims which Vera does not know or suspect to exist in Vera’s favor at the time of executing this Agreement, which if known by Vera, would have materially affected Vera’s settlement of all Qualified Claims. Vera understands that this Agreement shall operate as a full, complete, and final release and settlement of any and all Qualified Claims against the	

County. Qualified Claims must be, at least in part, based upon payment, or lack thereof, of any services performed pursuant to the prior agreement for which Partner has not yet paid that were performed between January 1, 2024, through the date this Agreement has been fully executed.

Terms

Background. Vera has been awarded funds by various private foundations for the Project, through which Vera provides technical assistance to Project participants such as Partner. Partner and Vera each desire for Partner to participate in the Project, in accordance with which desire each commits to undertaking and completing its respective tasks detailed herein.

1. **Amendment.** Extension of the term of the Agreement may be made upon the advance, mutual, written agreement of the parties; email between the parties' Project Contacts or Authorized Signing Officials is sufficient for this purpose. All other modifications of the Agreement require a formal, written amendment.
2. **Term and Termination.** Any party may terminate this Agreement for any or no reason on 30 days' written notice to the Authorized Signing Officials designated in the Agreement Description above. Vera may further terminate this Agreement effective upon the termination of funding to Vera; in such an event, Vera will inform Partner promptly (within five business days) of such a termination by Vera's funder(s). Regardless of the cause or means of termination, the parties will make best efforts to wind up the work (including reporting thereon). The "Term" of this Agreement shall be the Period referenced above, unless terminated earlier according to the provisions herein. This Agreement may be extended to a date agreed upon by mutual, written agreement of both Vera and Partner.
3. **Funding.**
 - a. Partner shall fund, at the level of the Partner Funding Commitment, the representation of immigrants in removal proceedings, with a priority for serving immigrants in detention.
 - b. Both Vera and Partner commit and shall require that all representation funded pursuant to this Agreement comply with Vera's Universal Representation Model, wherein the only eligibility criteria are income and a lack of private counsel.
4. **Scope of Work.** In addition to the Partner Funding Commitment, the parties agree to undertake and complete the following tasks in support of the work:
 - a. **SAFE Partner.** Partner shall:
 - Commit a government leader local to the Project Site to be involved in the Project public communication efforts.
 - Assign the committed government leader or another staff member to act as the primary liaison to the Project to participate in Vera-organized conference calls and convenings.
 - Support Vera's collection of data related to the Project. If Partner has any direct agreements relating to the Project with legal service providers or other key Project participants, Partner will include as a term of those agreements the sharing of data through interviews and through inputting data to Vera's SAFE Network database. The foregoing shall not apply to any documents, records, communications or any

other information protected by attorney-client, attorney work product, HIPAA Privacy Rules, or any other applicable privilege or non-disclosure exceptions.

- Work to ensure the sustainability of the legal services program past the Term.

b. **Vera.** Vera shall:

- Provide program performance and outcome monitoring, with an eye toward evaluation. This will include data collection, site visits, and other engagements to monitor program performance; report progress and findings to funders and government partners, and identify important trends that may inform technical assistance and program management efforts.
- Provide technical assistance to any legal service provider(s) selected to work on the Project, including through peer-to-peer support.
- Provide strategic communications support related to the Project;
- Provide Partner officials with a forum to share best practices and information with officials from other sites participating in the Project;
- Support the expansion of public funding for the services provided by the Project.

5. **Prime grant restrictions on activities.** Activities within this Project shall not include any effort to promote or engage in violence, terrorism, bigotry or the destruction of any State, to carry on any voter registration drive, or to support or promote money laundering.
6. **Confidentiality.** All identifiable data collected by or provided to Vera for evaluation of the Project will be securely maintained by Vera staff. Data access will be restricted to designated personnel who have received training to maintain the confidentiality of data. All research staff will receive a copy of Vera's confidentiality protocol and be required to sign it before handling research data. No data will be reported in a manner that permits direct or indirect identification of any individual without that individual's written permission. The provisions of this paragraph shall survive the termination of this Agreement.
7. **Publications and intellectual property.**
 - a. Publication permitted. Subject to the abovementioned confidentiality requirements, Vera has the right to publish any materials related to the Project. Any report published by Vera using Partner data pursuant to this Agreement (1) shall acknowledge the support of Partner, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of Vera and not Partner.
 - b. Intellectual property. Vera shall be the sole owner of any publication Vera produces related to the Project. Vera hereby conveys to Partner a license to reproduce and distribute at Partner's own expense any press release, public report, or other publication produced by Vera related to this Agreement.
8. **Expenses.** Except as otherwise stated in this Agreement and contingent on appropriations if applicable, each party hereto shall be responsible for the expenses for its responsibilities stated in this Agreement.
9. **Independent Status.** The relationship of the parties shall be that of independent contractors. Nothing in this agreement will be construed as establishing an employer-employee, joint venture, or principal-agent relationship between the parties.

10. **Audit.** Partner agrees to make records pertaining to this Agreement available to Vera, funders of the Project properly identified as such by Vera, and authorized representatives thereof (including independent auditors) for auditing purposes.
11. **Merger.** This written Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

[Remainder of page intentionally left blank; signature page follows.]

The foregoing is accepted and agreed by the parties:

Vera:



Signature of Authorized Representative

May 17, 2024

Date

Partner:

Signature of Authorized Representative

Date

Approved as to Form:

CHRISTIAN D. MENEFFEE, Harris County Attorney

By: Gina Boul

Gina Boul

Assistant County Attorney